AWARD/CONTRACT 1. This Contra Under DPA								Rating DOA4	Page 1	Of 21
2. Con	tract (Proc. I	nst. Ident) No.		ective Dat	1	700)	4. Req	uisition/Purchase Reques	t/Project No.	
DAAE0	7-03-C-M020			2	003MAR20			SEE SCHI	EDULE	
5. Issue	ed By		Code	W56HZV	6. Admi	nistered By ((If Other	r Than Item 5)	Cod	e S4404A
TACOM	I		L			SAN ANTONIO				
AMSTA	-AQ-AHPC				615 E	AST HOUSTON	STREE	г		
		(586)574-5883			P.O. I	30X 1040				
WARRE	IN, MICHIGAN	1 48397-5000			SAN AI	TONIO TX	78294	-1040		
HTTP:	//CONTRACTI	NG.TACOM.ARMY.MIL								
		IELINST@TACOM.ARMY.MIL				SCD	C P .	AS NONE A	DP PT HQ033	9
	e And Addre	ss Of Contractor (No. Street, Ci	ty, County,	State, And	l Zip Cod	´ _	Delivery			
	BOX 439						X FOE	3 Origin Other (Se	e Below)	
SULPH	IUR LA	70644				9.	Discoun	t For Prompt Payment		
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Code			Facility Co	ode	12 D			ldress Shown In:		1100220
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	. Item No.	15B. Schedule Of Supp	olies/Services	S	15C. Qu		15D. Uni	it 15E. Unit Price	15F. A	mount
SEE S	CHEDULE	CONTRACT TYPE: Firm-Fixed-Price				D OF CONTRA upply Contr		nd Priced Orders		
							tal Amo	ount Of Contract	\$549,978.	00
(V)	Castion	Description		,	ble Of Co			Description		Pogo(s)
(X)	Section	Description Part I - The Schedule		Page(s)	(X)	Section Part II - Co	ontract (Description Clauses		Page(s)
X	A	Solicitation/Contract Form		1	Х	I		act Clauses		14
Х	В	Supplies or Services and Price	es/Costs	4		Part III - L	List Of D	Ocuments, Exhibits, And	Other Attachm	nents
Х	С	Description/Specs./Work State	ement	6	Х	J	List of	f Attachments	-	21
Х	D	Packaging and Marking		7		Part IV - R	Represen	tations And Instructions		
Х	E	Inspection and Acceptance		8		K	Repre	sentations, Certifications,	and	
Х	F	Deliveries or Performance		9			Other	Statements of Offerors		
X	G	Contract Administration Data	l	11		L	Instrs.	., Conds., and Notices to C)fferors	
X	H	Special Contract Requirement	ts	12		M	Evalua	ation Factors for Award		
	-			cer Will C		em 17 Or 18				
		s Negotiated Agreement (Con						not required to sign this d		
-		document and return tractor agrees to furnish and de	_ copies to	20		on Number _		includitions or changes are se	iding the additi	
_		cractor agrees to turmsh and de ervices set forth or otherwise ide			_			s listed above and on any		
		tion sheets for the consideration				•		act which consists of the f		
The rig	ghts and oblig	ations of the parties to this cont	tract shall be	e	the Gover	nment's soli	citation	and your offer, and (b) th	is award/contr	act. No
•		ned by the following documents			further co	ontractual do	cument	is necessary.		
		the solicitation, if any, and (c) s								
_		tifications, and specifications, a reference herein. (Attachments		zu						
herein.			c nowu							
19A. N	ame And Titl	e Of Signer (Type Or Print)				e Of Contra	cting Of	ficer		_
						N DENNIS	ZEMV MT	L (586)574-8056		
10R N	ame of Contr	actor	19c. Date S	Signed		ed States Of			20C. Date	Signed
17D, N	ame or Coult	uctVI	170. Date 3	ngneu	ZVD. UIII	ca plates Of	AMIET ICE	4		
Ву					Ву		IGNED/		2003MAR2	20
		erson authorized to sign)				nature of Cor	ntractin			
NSN 75	540-01-152-80	169			25-106			Standard Form 26	(Rev. 4-85)	

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M020

MOD/AMD

Page 2 of 21

Name of Offeror or Contractor: SURPLUSSSS PLUSSSS INC.

SECTION A - SUPPLEMENTAL INFORMATION

A-1

Regulatory Cite Title Date 52.204-4850 ACCEPTANCE APPENDIX FEB/2002 (TACOM)

- (a) Contract Number DAAE07-03-C-M020 is awarded to Surplussss Plussss. The Government accepts your proposal dated 2003FEB06 in response to Solicitation Number: DAAE07-02-R-M099, signed by Cotton Kinney, President / Manager of your company.
 - (b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: n/a

Section E, 52.246-4028, INSPECTION POINT: 150 Service Road, New Boston, TX. 75570

Shipping Characteristics: FOB, Origin

Others: n/a

- (c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (http://contracting.tacom.army.mil/) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.
 - (d) The following Amendment(s) to the solicitation are incorporated into this contract: n/a

[End of Clause]

A-2 52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING (TACOM)

MAR/2001

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/userguide.htm and http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

CONTINUATION SHEET	Reference No. of Document Bo	Page 3 of 21	
CONTINUATION SHEET	PHN/SHN DAAE07-03-C-M020	MOD/AMD	
Name of Offeror or Contractor: SURPLUSSSS	PLUSSSS INC.		

(TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-M020

MOD/AMD

Page 4 of 21

Name of Offeror or Contractor: Surplusses plusses inc.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 2520-01-105-6446 FSCM: 19207 PART NR: 5704925 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	38	EA	\$ 10,576.50000	\$ 401,907.00
	NOUN: TRANSMISSION WITH C PRON: EH2A6300EH PRON AMD: 03 ACRN: AA AMS CD: 060011				
	NSN: 2520-01-105-6446, PN: 5704925 is to consists of (at a minimum), the following part numbers: 570495: 1056, 1065, 1167, 1234, 1250, 1266, 1384, 1655, 1723, 1939, 1975, 2030, 2116, 2133, 2193, 2204, 2252, 2290, 2346, 2422, 2504, 2513, 2582, 2665, 2786, 2909, 2957, 3273, 3414, 3724, 4129, 4140, 4213, 4309, 4320, 5218, 5894, 2203, these part numbers are pre-selected and accepted by Red River Army Depot (RRAD).				
	(End of narrative B001)				
	Packaging and Marking				
	1. Transmission is pre-packed in container.				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV2233T600 W45G19 J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 38 0030				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (W45G19) SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA TX 75507-5000				

Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-M020 MOD/AMD

Page 5 of 21

Name of Offeror or Contractor: SURPLUSSES PLUSSES THE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NSN: 2520-01-274-6449 FSCM: 19207 PART NR: 57K0669 SECURITY CLASS: Unclassified				
0002AA	PRODUCTION QUANTITY	14	EA	\$ 10,576.50000	\$148,071.0
	NOUN: TRANSMISSION WITH C PRON: EH2A6301EH PRON AMD: 03 ACRN: AA AMS CD: 060011 NSN: 2520-01-274-6449, PN: 57K0669 is to consists of (at a minimum), the following part numbers: 57K0669: 1043, 1098, 1474, 1629, 1848, 1876, 2159, 2286, 3112, 3710, 4971, 2248, 4585, 1363, these part numbers are pre-selected and accepted by Red River Army Depot (RRAD).				
	(End of narrative BUU1)				
	Packaging and Marking				
	1. Transmission is pre-packed in container.				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV2233T601 W45G19 J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 14 0030				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS (W45G19) SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA TX 75507-5000				

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M020

MOD/AMD

Page 6 of 21

Name of Offeror or Contractor: Surplusses plusses inc.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.211-4053	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING	MAR/2000
	(TACOM)	SUBSTANCES (CIODS)	

- (a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

D-1

52.247-4016

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

JUL/2002

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M020

MOD/AMD

Page 8 of 21

APR/2000

Name of Offeror or Contractor: Surplusses plusses inc.

SECTION E - INSPECTION AND ACCEPTANCE

E-4

52.246-4040

(TACOM)

	Regulatory Cite	2		Title			Date
E-1	52.246-2	INSPECTION C	F SUPPLIESF	IXED-PRICE			AUG/1996
E-2	52.246-16	RESPONSIBILI	TY FOR SUPPLI	ES			APR/1984
E-3	52.246-4028 (TACOM)	INSPECTION F	OINT: ORIGIN				FEB/1994
	inspect the suppli or subcontractor's					t before acceptance.	Fill-in the location
CONTRAC	TOR'S PLANT:	Surplus Plusss	s, Inc.				
		(Name)					
		150 Service	e Road New	Boston	TX	75570	-
		150 Service	e Road New	Boston ——— (County)	TX	75570	
SUBCONTI	RACTOR'S PLANT:						
SUBCONTI	RACTOR'S PLANT:						
SUBCONTI	RACTOR'S PLANT:	(Address)					

The Government will inspect the supplies described Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M020

MOD/AMD

Page 9 of 21

Name of Offeror or Contractor: SURPLUSSSS PLUSSSS INC.

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000

(a) <u>DEFINITIONS</u>:

- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.
- (2) <u>DAYS</u> means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
 - (3) <u>DELIVERY</u> is defined as follows:
- (i) <u>FOB Origin</u> Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or
- (ii) <u>FOB Destination</u> Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.
 - (b) The Government's proposed delivery schedule is:

CLIN	DAYS	QUANTITY
0001AA	30	38
0002AA	30	14

- (c) If the successful offeror is granted a waiver of the First Article Test requirement, as contained in Section E, the proposed delivery schedule in the resulting contract shall be accelerated by N/A days, to reflect the removal of leadtime originally included in the delivery schedule to provide for manufacturing, testing, and approval of the first article.
 - (d) You can accelerate delivery:

AT NO ADDITIONAL COST TO THE GOVERNMENT

- (e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.
 - (f) <u>CONTRACTOR'S PROPOSED SCHEDULE</u>:
- (1) I WILL START DELIVERIES ____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, ____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
- (2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____UNITS EVERY 30 DAYS.

[End of Clause]

F-5 52.211-16 VARIATION IN QUANTITY

APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to:

ZERO percent increase; and ZERO percent decrease.

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M020

MOD/AMD

Page 10 of 21

Name of Offeror or Contractor: Surplusses plusses inc.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-6	52.247- (TACOM)		FOR THE APPLICABLE MODE OF	SHIPMENTS: IN-THE-CLEAR	JAN/2001
Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post	
206721/ 209405	w25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001	
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130	
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021	
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150	
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000	
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003	

^{***}SPLC indicates \underline{S} tandard \underline{P} oint \underline{L} ocator \underline{C} ode.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot Red River Army Depot Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

CONTINUATION SHEET			Reference No. of Document Being Continued					Page 11 of 21			
			PHN/SHN DAAE07-03-C-M020		MOD/AMD						
Name	of Offeror or	Cont	ractor	SURPLUSSSS	PLUSSSS INC.						
SECTION	I G - CONTRAC	T ADM	INISTR	ATION DATA							
LINE ITEM	PRON/ AMS CD	ACRN	OBLG STAT	ACCOUNTING	CLASSIFICATION			JOB ORDER NUMBER	ACCOUNT:	ING	OBLIGATED AMOUNT
 0001AA	EH2A6300EH	AA	2	97 X4930A		26KB	S20113		W56HZV	\$	401,907.00
06	0011										
0002AA 06	EH2A6301EH 50011	AA	2	97 X4930A	C9D 6D	26KB	S20113		W56HZV	\$	148,071.00
									TOTAL	\$	549,978.00
SERVICE	:							ACCOU	NTING		OBLIGATED
NAME	TOTA	L BY	<u>ACRN</u>		CLASSIFICATION			STATI			AMOUNT
Army		AA		97 X4930A	C9D 6D	26KB	S20113	W56HZ	V	\$ _	549,978.00

TOTAL \$ 549,978.00

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M020

Page 12 of 21

MOD/AMD

Name of Offeror or Contractor: SURPLUSSSS PLUSSSS INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-4	252.225-7009	DUTY-FREE-ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
		COMPONENTS)	
H-5	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-6	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-7	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
	(TACOM)		

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm Red River Army Depot: http://www.redriver.army.mil/contracting/Awards Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
 - (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
 - (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acgcenweb@tacom.army.mil or by calling (586) 574-7059.

CONTINUATION SHEET	Reference No. of Document Bein	Page 13 of 21	
CONTINUATION SHEET	PHN/SHN DAAE07-03-C-M020	MOD/AMD	

Name of Offeror or Contractor: SURPLUSSSS PLUSSSS INC.

[End of Clause]

H-8 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002 (TACOM)

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M020

MOD/AMD

Page 14 of 21

Name of Offeror or Contractor: Surplusses plusses inc.

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	JUL/1995
		CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-10	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-18	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-19	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-27	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-28	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-31	52.229-5	TAXESCONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-32	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-33	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-34	52.232-1	PAYMENTS	APR/1984
I-35	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-35	52.232-6	EXTRAS	
			APR/1984
I-37	52.232-17	INTEREST	JUN/1996
I-38	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-39	52.232-25	PROMPT PAYMENT	FEB/2002
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-43	52.242-13	BANKRUPTCY	JUL/1995
I-44	52.243-1	CHANGESFIXED-PRICE	AUG/1987
I-45	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-46	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-47	52.248-1	VALUE ENGINEERING	FEB/2000
I-48	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-49	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-50	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-51	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-	MAR/1999

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M020

MOD/AMD

Page 15 of 21

Name of Offeror or Contractor: Surplusses plusses inc.

	Regulatory Cite	Title	Date
		RELATED FELONIES	
I-52	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-53	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
		THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-54	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
		GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal	
		Register 27 Mar 98	
I-55	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-56	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-57	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-58	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-59	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-60	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-61	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-62	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-63	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	SEP/2001
		ENTERPRISES	
I-64	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-65	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD	MAR/2000
		CONTRACTS)	
I-66	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST	OCT/1997
		OR PRICING DATAMODIFICATIONS ```(ALTERNATE III (OCT 1997))	

(a) Exceptions from cost or pricing data.

- (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Information on modifications of contracts of subcontracts for commercial items.
 - (A) If--
 - (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
 - (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the accquisition of an item other than a commercial item.
 - (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--
 - (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M020

MOD/AMD

Name of Offeror or Contractor: Surplusses plusses inc.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
 - (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (c) Submit the cost portion of the proposal via the following electronic media: DATA TO BE SUBMITTED IN ELECTRONIC SPREADSHEET FORMAT, COMPATIBLE WITH EXCEL FOR WINDOWS 95.

[End of Clause]

I-67 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

Page 16 of 21

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental Protection Agency designates in 40 CFR part 82 as--
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) ______ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

(a) Definitions. As used in this clause--

52.244-6

MAY/2002

- (1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

T-68

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

SUBCONTRACTS FOR COMMERCIAL ITEMS

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M020

MOD/AMD

Page 17 of 21

Name of Offeror or Contractor: SURPLUSSSS PLUSSSS INC.

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for contruction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-69 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

T-70 252.204-7004 REGISTRATION

MAR/2000

- (a) Definitions. As used in this clause--
- (1) <u>Central Contractor Registration (CCR) database</u> means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) <u>Data Universal Numbering System (DUNS) number</u> means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) <u>Data Universal Numbering System +4 (DUNS+4) number</u> means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) <u>Registered in the CCR database</u> means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
 - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M020

MOD/AMD

Page 18 of 21

Name of Offeror or Contractor: SURPLUSSSS PLUSSSS INC.

and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

[End of Clause]

I-71 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-C-M020

MOD/AMD

Page 19 of 21

Name of Offeror or Contractor: SURPLUSSSS PLUSSSS INC.

deployed in humanitarian or peacekeeping operations; or

- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
 - (1) No ocean transportation was used in the performance of this contract;

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 20 of 21
CONTINUATION SHEET	PIIN/SIIN DAAE07-03-C-M020	MOD/AMD	

Name of Offeror or Contractor: SURPLUSSSS PLUSSSS INC.

- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM CONTRACT

DESCRIPTION LINE ITEMS QUANTITY TOTAL

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

- I-72 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)
- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFOs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

CONTINUATION SHEET		Reference No. of Document Being Continued			Page 21 of 21			
		PHN/SHN DAAE07-03-C-M020	MOD/AMD					
Name of Offeror or Contractor: SURPLUSSSS PLUSSSS INC.								
SECTION J - LIST C	OF ATTACHMENTS							
List of Addenda		Title	Date	Number of Pages	Transmitted By			
Exhibit A	TRANSMISSIONS (SPARES)							